

**LUMPKIN COUNTY  
BOARD OF COMMISSIONERS  
*Special Called Meeting*  
AGENDA**

Lumpkin County Courthouse  
Conference Room  
Dahlonega, Georgia  
August 1, 2005  
4:00 P.M.

**I. CALL TO ORDER**

Chairman Gooch

**II. APPROVAL OF AGENDA**

**III. NEW BUSINESS**

- YAHoola CREEK RESERVOIR
- RESOLUTIONS
  - 2005-42 Amendment to ACCG Third Restated Defined Benefit Plan

**IV. ANNOUNCEMENTS**

Future Board Meetings:

- |  |  |
|--|--|
| ➤ Board Work Session – City Hall               | Aug 4 <sup>th</sup> , 2005 at 9:00 a.m.  |
| ➤ Board Meeting – Park & Rec. Community Center | Aug 16 <sup>th</sup> , 2005 at 9:00 a.m. |
| ➤ Board Work Session – City Hall               | Sep 1 <sup>st</sup> , 2005 at 9:00 a.m.  |
| ➤ Board Meeting – City Hall                    | Sep 15 <sup>th</sup> , 2005 at 6:00 p.m. |

**V. ADJOURN**

Chairman Gooch

**MINUTES OF THE SPECIAL CALLED MEETING OF THE  
LUMPKIN COUNTY BOARD OF COMMISSIONERS**

August 1, 2005

**CALL TO ORDER**

The special called meeting was called to order by Chairman Gooch at 4:06 p.m. Commissioners present were Stephen Gooch, John Raber, Deborah Hutcheson, Clarence Stowers, and Marvin Martin.

**AGENDA**

A motion was made by John Raber to approve the agenda. The motion was seconded by Deborah Hutcheson and approved by all district commissioners present.

**NEW BUSINESS**

**YAHOOOLA CREEK RESERVOIR**

County Attorney Horne explained the county's proposal to the City of Dahlonega dated August 1, 2005. All members of the board agree in concept. A copy of this proposal is attached to these minutes.

Deborah Hutcheson made a motion to approve the GEFA note for up to \$14,000,000.00 to finance the reservoir. John Raber seconded this motion. Deborah Hutcheson then made a motion to amend her motion to include contingent on the city's acceptance of the county proposal dated August 1, 2005, and also include that the Chairman is authorized to sign loan documents. This motion was seconded as amended by John Raber and approved by all district commissioners present.

**RESOLUTION 2005-42**

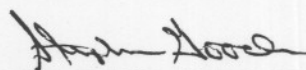
A motion was made by Clarence Stowers to approve Resolution 2005-42 to amend the ACCG Third Restated Defined Benefit Plan. This motion was seconded by Marvin Martin and approved by all district commissioners present.

**ADJOURN**

Chairman Gooch called for a motion to adjourn at 6:04 p.m. The motion to adjourn was made by Deborah Hutcheson and seconded by Clarence Stowers and approved by all district commissioners present.

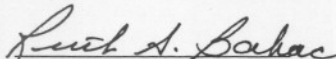
9-15-2005

Date



Stephen W. Gooch, Chairman  
Lumpkin County Board of Commissioners

Attest:



Ruth A. Bohac  
Clerk, Lumpkin County

Board of Commissioners  
Lumpkin County, Georgia

August 1, 2005

Lumpkin County Offer - as approved August 1, 2005

The City of Dahlonega offer of July 28, 2005, in settlement of the primary issues as to the ownership and use of the Yahoola Reservoir and the repayment of all outstanding debt having been considered, but not accepted, the following counter proposal is offered:

Reservoir and Surrounding Land:

1. The ownership of all lands purchased under the terms of the agreement between the City of Dahlonega and Lumpkin County (identified under the terms of said agreement as "Borrower") and the Georgia Environmental Facilities Authority (identified under the terms of said agreement as "Lender"), and all rights to and interest in lands, except as may hereinbelow otherwise provided, shall be owned by Lumpkin County. Lumpkin County shall be responsible for paying that portion of the existing loan representing the purchase of said land (in the approximate amount of \$2,825,000.00).
  - a. The City of Dahlonega shall retain the right to purchase approximately 51 acres of the above described property identified as "Parcel H," (lying north and west of Wimpy Mill Road as shown on the Ownership Map prepared August 1, 2001) for the purpose of building a new water treatment plant, and for other purposes. The City of Dahlonega shall be responsible for paying that portion of the existing loan representing the purchase of said land (in the approximate amount of \$675,000.00). This tract shall sometimes be referred to herein as the "Future Water Plant Tract."
  - b. The lands set out above shall not include any lands lying within the reservoir "footprint" being circumscribed by the 1238-foot contour, plus a buffer of 150 feet measured outside the design surface area of the reservoir on the plane at the 1238-foot contour. This tract shall sometimes be referred to herein as the "Reservoir Tract."
2. The ownership of all areas within the above set out "Reservoir Tract" shall be owned jointly as co-tenants or tenants in common by the respective governing authorities of Lumpkin County and the City of Dahlonega, with each governing body owning an undivided one-half interest in the whole.
3. The ownership of the rights to the use of the water contained within the reservoir for all purposes other than treatment and distribution shall be owned jointly as co-tenants or tenants in common by the respective governing authorities of Lumpkin County and the City of Dahlonega,



with each governing body owning an undivided one-half interest in the whole. This shall sometimes be referred to herein as the "Reservoir."

4. The ownership of the rights to the use of the water contained within the reservoir for use under the terms of the anticipated right to withdraw water for treatment, when permitted by the EPD or other state or federal agency presuming to limit and control such use under law, shall be owned equally by Lumpkin County and the City of Dahlonega, with each having a right to one-half of the total amount subject to being permitted.

a. At the time of this agreement the anticipated maximum amount to be permitted is 5.7 million gallons per day. This agreement shall include any amendments to the maximum so that at any time each of the two participating governments shall own one-half the maximum daily flow as the EPD or other such agency may determine as the maximum daily flow which can be permitted. (As an example, if the maximum daily flow is increased to 6.2 million gallons per day, each entity could continue to own one-half of that amount; if, conversely, the maximum daily flow were decreased to 5.4 million gallons per day, each would share a pro rata decrease in its ownership.)

b. The governing authorities shall manage the Reservoir Tract and the Reservoir for the general public good and shall permit use and enjoyment by the general populace to the extent not prohibited by law or regulation. Passage of local laws and regulations shall be by joint act of both governing authorities, which shall not be unreasonably withheld by either body. Both parties hereto acknowledge and agree that the County anticipates including the buffer property in its plan for trails, recreation and other permitted uses.

5. The cost of the Reservoir Tract and the Reservoir shall be shared equally by Lumpkin County and the City of Dahlonega.

6. All cost for the lands identified in paragraphs 1 - 5 inclusive shall, unless specifically provided otherwise, be repaid as a part of the repayment of the existing "GEFA Loan" approved by Lumpkin County and the City of Dahlonega as co-borrowers, and, as such, said sums must be paid from the City General Fund or the County General Fund and Unincorporated District Fund as is provided by law. The present total of this loan is \$14,000,000.00, subject to any final accounting by the parties, to include any final adjustments by GEFA for additional sums advanced. Said loan will be repaid on the terms and conditions as provided therein.

7. The governing authority of Lumpkin County restates its position that the "stream buffer" presently set at 150' will constitute an unreasonable taking of property rights in the Lumpkin County terrain, and this buffer must be reduced to a level not ruinous to local land owners before it can be approved or agreed to by the Lumpkin County Board of Commissioners.

8. A need for a new water plant has been identified both by the governing authority of the City of Dahlonega and by the governing authority of Lumpkin County. As a part of the agreement between the parties, it has further been agreed as follows:

a. A water plant shall be built on the "Future Water Plant Tract" as identified above, with the cost of the plant, to include all financing, owed equally by Lumpkin County and the City of Dahlonega, subject to approval by referendum for SPLOST funding. It is anticipated that the cost of this plant and the necessary financing will be placed on the next possible public referendum to be paid in whole or in part by use of a Special Purpose Local Option Sales Tax. The governing authority of Lumpkin County and the governing authority of the City of Dahlonega agree that at the earliest time that negotiations for said referendum may commence, the two governments by intergovernmental agree shall:

- (1) Identify the basic cost of the plant and place such information before the public.
- (2) Agree that each shall be responsible for one-half the cost of such plant (in the event that any subsequent SPLOST referendum is not approved by the voters, but so long as the initial and subsequent SPLOST referendums are approved, the entire debt service-principal and interest-shall be paid by SPLOST proceeds).
- (3) The County agrees that it will not interpose any "Level 1" project as defined by O.C.G.A. § 48-8-110(1)(A) to inhibit the participation of the City of Dahlonega in the use of SPLOST funds under said referendum. This agreement shall satisfy the requirement for City participation in the initial SPLOST negotiations.
- (4) It is recognized by the parties that the initial plant may be designed for roughly one-half the 5.7 million gallons per day target, with an anticipation of increasing the size of the plant as demand requires.

b. It is further agreed by the parties as an intergovernmental agreement that the City shall be the operating agent for the Water Plant and County shall have no responsibility for routine operations. As a part of the plant operation the City shall also manage those aspects of the Reservoir prescribed by EPD. An additional fee which shall be added as a part of the cost of water treatment shall pay the cost associated with this function.

The parties agree that not less than twice each year, and during the ninety days following the close of their respective fiscal or auditing years, the governing authorities and their respective staffs shall respond as may be desired by the other to provide audit and other relevant financial and operating data.

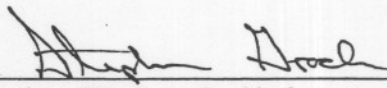
c. It is further agreed by the parties as an intergovernmental agreement that the City shall, as a part of this agreement, agree to sell treated water to the County (which the County may subsequently pass through to its operating entity – the Lumpkin County Water and Sewerage Authority – or to any other successor in interest) at its cost of treatment and plant operations. This shall include only such costs as may be attributed to operations within the plant, and not to administrative overhead for distribution. It may

include a capital element only for the costs of improvements in which the County did not share in the original expense.

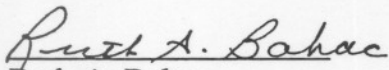
d. At all times the County shall own and be entitled to the use of one-half of the treatment plant capacity for producing treated water.

e. It is further agreed by the parties as an intergovernmental agreement that both the City and the County will, upon the request of the other, sell "withdrawal capacity" assets up to the point where either has committed 80% of its capacity. Such sale shall be at a negotiated price which shall reflect the generally accepted value of such untreated water at that time, and also in consideration of the profit to be derived from the sale of such water after treatment.

f. No part of the Water Treatment Plant costs will be paid from funds originating from the present GEFA loan.

  
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Stephen W. Gooch, Chairman  
Lumpkin County Board of Commissioners

Attest:

  
Ruth A. Bohac  
Clerk, Lumpkin County